PUL 3702
Exam - May/June
Date - 25 May 2026.

Question 4.

4.1 The Will Theory or Subjective Theory of contract.
4.2 The reliance Theory. or Doctrine of quasi-mutual.
4.3
- The contractor in this case must prove that (a) She created a material mistake & (b) That other party made that mistake.

4.4 Dictum et promissum.
4.5 Specific performance order. - This order compels (x) to perform as agreed by parties in a contract.

Question 1

- The matter is that, was there a contract that is valid among the parties, namely. Peter, Jack & Thembo. & to also establish if peter and Thembo agreed to the offer made by Jack in a correct way. (This is the issue at hand)

- (The correct law that is required for this issue) ~~In order to~~ These are requirements of a

Question 01 (Continued.

→ The at later stage, Peter & Themba approached Jack, to inform him that they will share costs ~~to~~ for the painting, R300 each. which will amount to the total of R600000

→ Themba as a third party, that did not accept the offer made by Jack directly can not accept the offer, The offer was not offered to him, Jack only offered peter the painting. In the case of Bird v Summerville it ruled that, an must be made to a particular person, which means only peter can validly accept
→ the offer. also by peter making an offer to themba changed the ~~offer~~, This is because Jack only offered that peter only pay the amount of R600 000 not that they must be a third party (Themba) who should share to pay for painting. This make it clear that the offer made has ~~is~~ changed and is not the same.

→ ~~Peter when changed~~ When a party changes the offer it will constitute (upon acceptance) of the offer, and it is also a counter offer. Jack's initial offer is therefore invalid because of the change. This is according to (case law), and this simply means that there was no acceptance ~~between~~ by peter, ~~it was not offer~~

Question 01 — Continuation.

Valid acceptance: —

1. The acceptance has to be clear & simple. to understand.
2. The acceptance must also align and correspond to the conditions related to that offer.
3. The person that was offered must be the party that accepts / make that acceptance of the offere.
4. The ~~of~~ acceptance must not be different from the offer, it must be the same as the offer. If the offer is then changed it will not longer be acceptance but a counter offer which invalidates the initial offer.

Application ~~for~~ of Rules to the facts.

~~Jack offered the painting to peter at the party Jack stated it or made~~

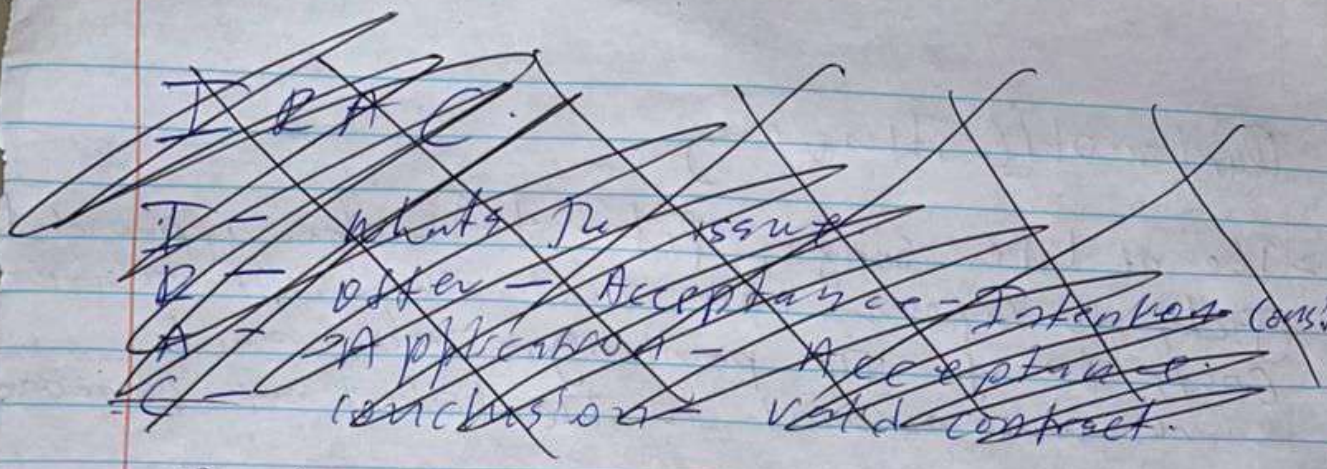
→ Jack & porter concluded an agreement or consensus. where Jack made an offer to porter to sell him his painting for R600 000. However porter invited his friend Themba to also be part of the agreement Peter & Jack made, when Jack offered porter to sell him his painting, and that Themba was made an offer by Jack directly, Themba got the offer from Porter.

Question 02 — Continuation.

- To sell petroleum material without a permit is not legal and that agreements of that nature are void, also that parties that practise such acts will be fined or sentenced.
- In the case law of Jaykay VS Cassiam — The court rule that, it will not help parties that are involved in an illegal contract. & that in some cases, try to ~~tend~~ Relax that specific Rule providing that it is instructed to do so.

Applying of the rules — To facts.

- M sold petroleum products to X, for R100000, and illegally so due to that M has no permit required or license. In terms of the act., it is not acceptable by law therefore the sale constitute to be void., & as a result the contract / agreement that M and X made is not a valid contract. M later on as per the set of facts decided to take
- The matter court to claim R100 000 from X, however because this claim is as a result from an illegal sale of petroleum materials; The court can not intervene, and will not help M.



Question 01 — Continuation.

and the offer between peter & Thembo is also valid or existent.

Question 02.

(The issue at hand)

- The issue relevant in this case is where M can get the R100 000 from X and where M can ask for the petrol products back from X, when M sold them * to X. with a a license.

Rules that are applicable.

- According to the law, a contract that is not legal or that is illegal is void. where there is an act or legislation that provides that a contract is void, the contract will not have legal effect, or legally enforceable. In the case, the Minerals and petroleum Act 64 of 2002 states that.

Question 02 — Continuation:

- M cannot claim the money R100000 as a result. Now the question is that, can M successfully claim the products back? According to par delictum rule, it states that when the parties to a contract are equally guilty, the court will not engage. M was illegally and knowing that he had not permit selling the petroleum products, ~~to~~ to maximize profit. Therefor M is guilty. If X also knew that the product he was buying from were sold illegally, then X would also be equally guilty.
- The term that explains that the court will not intervene to help M claim his R 100 000 is called, ex turpie causa. If the parties are both guilty the court will not assist M & The loss will also be with M.

- M proper bellines of successfully making a claim against X are very poor, and not guaranteed. He might (M) suffer losses of R100 000. & to get his products (petroleum product) that he sold to X.

Question 03 - continuation.

- Andriaan however provided beams which were 10,5 meters and which it was not as agreed ~~per~~ in their contract. This as the case is, renders the beams useless or performance being defective.
- Then Robin decided to ask a third party, Pauw to correct the beams and make 10 meters, Then Robin made payments of R200 000 to her. This means that the beams are in a correct size and Robin will be using them for his apartments, also it must be noted that Robin has not breached a contract. when he did not pay Andriaan.
- Andriaan had provided ~~a~~ full performance as expected by the ~~agree~~ agreement between her & Robin, ~~That's~~ In this situation Robin is able to use or apply the ~~to~~ No adimpletti Contractus Rule. That he is not willing to pay as untill the Beams are fixed. (~~Re~~ In van der merwe vs Reynolds,) Supported this concept.

Question 3

(The issue in this matter)

- Can Adriaan be able to claim money from Robin for the roof beams that Robin received from him, and to what is the ~~legal remedy~~ can legal basis of his claim, if the answer is yes, that he can make a claim.

- (The rules applicable)
- According to reciprocal obligations, it is required that a party must provide the right performance as provided or expected under the contract before he be entitled to claiming of payment. The court in the BK Tooling v Scope precision, case provided that would consider if, ① defects about the products is serious, whether if the performance was effective despite being defective. (useful) and that the defects can be fixed.

(Application of Rules to the facts)

- Robin and Adriaan had an agreement, the agreement included that (Adriaan) produce 10 meters beams, and that as a result Robin will then pay R8000000 when these beams are delivered. as expected.